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rights and duties of a school board, negligently failed to keep a school playground in the condition required by statute. As a result, a school boy was injured. *Held*, that the defendants are liable. *Ching v. Surrey County Council*, 25 T. L. R. 702 (Eng., K. B. D., July 5, 1909).

At common law, a municipal corporation is not liable for damage caused by its negligence in the exercise of purely governmental functions. See *Folk v. City of Milwaukee*, 108 Wis. 359. It is well established that the maintenance of schools by local boards as agents of the state is a governmental function. *Freel v. Crawfordsville*, 142 Ind. 27. See *Hill v. City of Boston*, 122 Mass. 344. Therefore a municipal corporation has been held not liable at common law for injuries to a pupil caused by the defective condition of the school house and grounds. *Wixon v. City of Newport*, 13 R. I. 454; *Finch v. Toledo Board of Education*, 30 Ohio St. 37. The reason sometimes given is that the board is not empowered to expend money raised by taxation to meet such claims. *Ernst v. West Covington*, 116 Ky. 850. The fact that the corporation is performing a public service from which it receives no corporate benefit, likens the school system to a vast charity, and the public interest would be subverted by the diversion of the public school funds to private claims. See *Ford v. School District of Kendall Borough*, 121 Pa. St. 543. Therefore a private action cannot be brought for a breach of a municipal corporation's public duty to maintain a school, unless such action is expressly or impliedly authorized by statute. Cf. *Gibson v. Mayor, Aldermen & Burgesses of Preston*, [1870] L. R. 5 Q. B. 218. Such authorization does not appear in the statute in the principal case.

PATENTS — EQUITABLE EXECUTION ON PATENT RIGHTS. — The plaintiff obtained a judgment against the defendant, a non-resident, who held no tangible property within the jurisdiction. Upon failure of legal execution, the plaintiff applied for the appointment of a receiver, by way of equitable execution, to receive the profits of three English patents owned by the defendant and within the jurisdiction. No present income was being derived from the patents. *Held*, that no receiver can be appointed. *Edwards & Co. v. Picard*, 25 T. L. R. 815 (Eng., Ct. App., July 30, 1909).

It has been repeatedly held that a patent right is property, though on account of its incorporeal nature, not subject to seizure and sale at common law. *Peterson v. Sheriff of San Francisco*, 115 Cal. 211. But equity has power to order its assignment and sale for payment of the patentee's judgment debt. *Gillet v. Bate*, 86 N. Y. 87; *Pacific Bank v. Robinson*, 57 Cal. 520. And upon the patentee's failure to execute such assignment, it is proper for the court to appoint a suitable person as trustee to execute the same. *Ager v. Murray*, 105 U. S. 126. The same result is reached by the appointment of a receiver to dispose of the patent for the creditor's benefit. *Blanchard v. Cawthorne*, 4 Sim. 566; *Petition of Keach*, 14 R. I. 571. The principal case limits the subjection of a patent right to equitable execution to those instances where income is being derived therefrom. This seems unsound on principle as well as on authority. For it would allow the debtor, by leaving his patent unworked, to defeat the creditor, when a sale or license of the patent might yield enough to pay the judgment debt.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — MEASURE OF DAMAGES. — Acting on what both parties erroneously believed to be a contract, the plaintiff made improvements on the defendant's land. Owing to the defendant's lack of business judgment the increased value of the premises was less than the cost of the labor and materials expended. *Held*, that the plaintiff can recover the value of the labor and materials. *Vickery v. Ritchie*, 202 Mass. 247.

To prevent unjust enrichment, a plaintiff can recover on a *quantum meruit* what he deserves under all the circumstances of the case. Negligence or want of skill reduces his damages. *Ervin v. Epps*, 15 Rich. Law (S. C.) 223, 229. And